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20 UNITED STATES DISTRICT COURT
21 CENTRAL DISTRICT OF CALIFORNIA

22 ZULEMA CASTANEDA,
23 individually, and on behalf of herself
24 and all others similarly situated,

25 Plaintiff,

26 v.

27 MARRIOTT INTERNATIONAL,
28 INC. and DOES 1 through 50,
inclusive,

Defendants.

Case No. 8:25-cv-01077-DOC-DFM

**STIPULATION OF DISMISSAL
[FRCP 41(A)] AND ORDER OF
DISMISSAL**

Judge: David O. Carter
Courtroom: 10A
Trial Date: Not Set

1 Plaintiff Zulema Castaneda (“Plaintiff”) and Defendant Marriott International,
2 Inc. (“Defendant”) (together, the “Parties”), by and through their counsel, hereby
3 stipulate under Federal Rule of Civil Procedure 41(a)(1)(ii) as follows:

4 WHEREAS, on or about April 4, 2025, Plaintiff filed a Complaint against
5 Defendant in the Superior Court of the State of California, County of Orange, Case
6 No. 30-2025-01473332-CU-OE-CXC, alleging the following causes of action on
7 both an individual and class-wide basis: (1) failure to pay all wages, minimum,
8 overtime, double time, commission wages; (2) failure to provide meal periods; (3)
9 failure to provide rest periods; (4) failure to provide accurate itemized wage
10 statements; (5) failure to pay earned wages; (6) failure to reimburse necessary
11 business expenses; (7) unfair business practices; and (8) enforcement of the Private
12 Attorneys General Act of 2004 (“PAGA”) (the “Action”).

13 WHEREAS, on May 16, 2025, Defendant timely removed this Action to the
14 United States District Court for the Central District of California.

15 WHEREAS, the Parties have reached a resolution and settlement of Plaintiff’s
16 individual claims brought by Plaintiff against Defendant in return for Plaintiff to
17 dismiss her Class Action and PAGA claims without prejudice, and have entered into
18 an agreement to resolve the lawsuit.

19 **NOW, THEREFORE, IT IS HEREBY STIPULATED**, by and between the
20 Parties, through their counsel of record, that Plaintiff’s individual claims against
21 Defendant are dismissed with prejudice pursuant to Rule 41(a)(1)(A)(ii) of the Federal
22 Rules of Civil Procedure and Plaintiff’s Class Action and PAGA claims are dismissed
23 without prejudice, and that each party will bear her or its own attorneys’ fees and
24 costs.

25 **IT IS SO STIPULATED.**
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1
2 Dated: July 18, 2025

3 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

4 By /s/ Greg S. Labate
5 GREG S. LABATE
6 ERIC T. ANGEL
7 Attorneys For Defendant
MARRIOTT INTERNATIONAL, INC.

8 Dated: July 18, 2025

9 JOSE GARAY, APLC

10 By /s/ Jose R. Garay
11 JOSE R. GARAY
12 Attorney For Plaintiff
13 ZULEMA CASTANEDA

14 **ATTESTATION**

15 I, Eric T. Angel, hereby attest, in accordance with Local Rule 5-4.3.4(a)(2)(i),
16 that all other signatories listed and on whose behalf this filing is submitted, concur
17 in the filings content and have authorized the filing.

18 Dated: July 18, 2025

19 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

20 By /s/ Eric T. Angel
21 ERIC T. ANGEL
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